



University of Missouri System

«ProcessFields\_MasterCommitmentDate»

#«MasterCommitment\_Number» - «ProcessFields\_MasterCommitmentTitle»  
«ProcessFields\_FullCampusName»

Enclosed is your Geotechnical Engineer Agreement between Owner and Consultant in connection with the above project. Please electronically sign in the UM construction management software. An executed copy will be returned to you via email.

When submitting your agreement, you will be required to confirm you have uploaded certificates of insurance or copies of your insurance policies verifying you are covered by:

1. Comprehensive General Liability (CGL)  
A CGL policy listing "The officers, employees, and agents of The Curators of the University of Missouri" as additional insured in the amounts stated in 2.2.3
2. Auto Liability showing Any Auto **OR** Hired, Owned, or Non-Owned coverage in the amounts stated in 2.2.4.
3. Professional Liability in the amounts stated in 2.2.5 or the value listed on Exhibit A.
4. Worker's Compensation (employer's liability) in the amounts stated in 2.2.6.

The certificates must state, or the policies must be endorsed to read coverage will not be cancelled or altered until after the Owner has received 10 days prior written notice.

Forward all correspondence on this project to «ProcessFields\_ProjectManager», «ProcessFields\_PMMailingAddress», «ProcessFields\_PMMailingCity», «ProcessFields\_PMMailingState» «ProcessFields\_PMMailingZipCode» as Project Manager. All work and changes to the original written project scope must be approved and authorized by the Project Manager. Other work performed by the Consultant will not be funded.

Please submit invoices for this project using the UM construction management software.

All payment requests for professional services should be forwarded directly to the Project Manager.

.....  
UNIVERSITY OF MISSOURI  
.....

STANDARD CONSULTANT AGREEMENT BETWEEN  
OWNER AND GEOTECHNICAL ENGINEER  
.....

AGREEMENT

Made as of the «ProcessFields\_MasterCommitmentDate» day of  
«ProcessFields\_MasterCommitmentDate» in the year «ProcessFields\_MasterCommitmentDate».

BETWEEN the Owner: The Curators of the University of Missouri

And the Consultant           «PROCESSFIELDS\_COMPANYNAME»  
                                  «PROCESSFIELDS\_COMPANYADDRESS»  
                                  «PROCESSFIELDS\_COMPANYCITY»,  
«PROCESSFIELDS\_COMPANYSTATE» «PROCESSFIELDS\_COMPANYZIPCODE»

For the following project:   «MASTERCOMMITMENT\_NUMBER» -  
                                  «PROCESSFIELDS\_MASTERCOMMITMENTTITLE»  
                                  «PROCESSFIELDS\_FULLCAMPUSNAME»

hereinafter called “the project”, and as more particularly described in the Project Description contained in Exhibit A and Consultant’s Rates Schedule for Billing in Exhibit B, attached hereto and incorporated by reference. The Owner will employ the Geotechnical Engineer to perform professional services in respect thereto and as hereinafter set forth. The Owner will employ the Consultant to perform professional services in respect thereto and as hereinafter set forth.

**ARTICLE 1  
GENERAL AND CONSULTANT SERVICES**

**1.1** The Owner and the Consultant, for the consideration hereinafter set forth, agree as follows:

**1.2** The Consultant agrees to perform professional geotechnical investigation and engineering services for the above-named Project as set forth herein and in accordance with the Project Description attached hereto as Exhibit A.

**1.3** The Owner agrees to pay the Consultant for such services in the amount set forth in Exhibit A (hereinafter called the "Basic Rate"), subject to the terms set forth herein.

**1.4** The Consultant's services under this Agreement shall include all aspects of conducting the geotechnical investigation and engineering services (including the furnishing of materials, apparatus, supervision, labor and required insurance) for soil boring and other exploration procedures, sampling, field and laboratory testing, and preparing and submitting boring logs and geotechnical report(s) as stated herein.

**1.5** The Consultant shall provide the Owner with an hourly rate schedule; a schedule of footage or cubic yard prices for core drilling, field borings or pit excavations in soil and rock; and unit prices for field and laboratory tests. The schedules shall be submitted for the Owner's approval before commencement of field work.

**1.6** The Consultant shall commence work under this Agreement only after written Notice to Proceed is received from the Owner. Work shall be completed and delivered to the Owner within the time specified in Exhibit A. The Consultant understands that time is of the essence and agrees to perform services under this Agreement in a manner that will not cause undue delay in progress and completion of the Project. The Owner shall be notified immediately of any circumstances that may cause a delay in completing the work on schedule.

**1.7** This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

**1.8** Nothing contained in this Agreement shall create a contractual relationship between a third party and either the Owner or the Consultant.

**ARTICLE 2  
TERMS AND CONDITIONS**

**2.1 QUALIFICATIONS**

**2.1.1** Work shall be performed by qualified personnel under the direct supervision of a Registered Professional Engineer, registered in the State of Missouri, and the report(s) submitted shall bear the Engineer's seal and written certification to that effect.

**2.2 DOCUMENTS**

**2.2.1** The completed geotechnical reports and boring logs shall be delivered to the Owner prior to making an application for final payment.

**2.2.2** All final documentation (boring logs, geotechnical reports, etc.) provided by the Consultant under this Agreement shall become the property of the Owner. The Owner may make and distribute copies of such documents as necessary without additional compensation to the Consultant.

**2.2.3** Unless otherwise specified, the Consultant shall provide electronic copies of all geotechnical reports or boring logs, in PDF format and/or other the formats designated by the Owner in Exhibit A. Paper copies will only be required if specified in Exhibit A.

**2.3 LIABILITY AND INSURANCE REQUIREMENTS**

**2.3.1** Liability: The Consultant agrees to defend, indemnify, and save harmless The Curators of the University of Missouri and their officers, agents, employees, and volunteers, from and against all loss or expense from any injury or damages to property arising out of the negligent acts, errors, or omissions of the Consultant in the performance of the work required by this Agreement. The Consultant agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Consultant, or at the option of the University, agrees to pay to or reimburse the University for the defense costs incurred by the University in connection with any such liability claims, or demands. The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

**2.3.2** Insurance: The Consultant shall provide and

maintain, during the life of the Agreement, insurance acceptable to the Owner which will afford protection and coverage in accordance with the requirements set forth below. The Consultant shall cause each Subconsultant to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner.

**2.3.3** The Consultant shall provide Commercial General Liability Coverage comparable to Comprehensive General Liability coverage to protect the Consultant and any Subconsultant performing work covered by this Agreement from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Consultant or any Subconsultant or by anyone directly or indirectly employed by the Consultant or Subconsultant. The amount of the insurance shall not be less than a minimum of \$1,000,000 combined single limit, per occurrence and \$2,000,000 general aggregate, for both bodily injury and property damage combined.

**2.3.4** The Consultant shall provide Comprehensive Automobile Liability that includes coverage for all Owned, Hired, and Non-Owned vehicles. The coverage is to include for protection of the Consultant and Subconsultant or by anyone directly or indirectly employed by either of them. The minimum limit of coverage to be provided is \$1,000,000 combined single limit for bodily injury and property damage, per occurrence and aggregate.

**2.3.5** The Consultant shall provide and maintain Professional Liability Insurance, in a claims made form, to cover claims arising out of the negligent acts, errors and omissions by the Consultant, its Subconsultant, or anyone directly or indirectly employed by them. The coverage provided shall not be less than \$1,000,000 per claim/\$1,000,000 aggregate or the value noted on Exhibit A. The Consultant shall maintain such Professional Liability coverage from the date of this Contract and for a period of ten (10) years after the date of Final Completion.

**2.3.6** The Consultant shall provide the following: A: Worker's Compensation Insurance for all the Consultant's employees at the site of the Project, and in case any work is sublet, the Consultant shall require any Subconsultant similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. This coverage shall comply in all respects with the requirement of the Statutes of the State of Missouri.; and B: Employer's

Liability, in a limit of no less than \$500,000 for each of the three coverages listed for Employer's Liability.

**2.3.7** All insurance coverages procured by the Consultant shall be provided by agencies and insurance companies acceptable to and approved by the Owner. All coverages should be provided by insurance companies that are licensed to do business in the State of Missouri as an admitted carrier, except that the Professional Liability Insurance required herein may be provided by any insurance company legally authorized to do business in the State of Missouri. The form and content of all insurance coverage provided by the Contractor are subject to the approval of the Owner. All required coverages shall be obtained and paid for by the Consultant.

**2.3.8** The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the Commercial General Liability, umbrella/excess and Automobile Liability policies required herein. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the Consultant and the University. The Consultant is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within two (2) business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract. Neither the requirement for Additional Insured status nor any of the Consultant's action in compliance with such requirement, either direct or indirect, is intended to be and neither shall be construed as a waiver of any sovereign immunity, governmental immunity or any other type of immunity enjoyed by The Curators of the University of Missouri, the Board of Curators of the University of Missouri, or any of its officers, employees or agents. The Consultant shall request that its insurer(s) include the disclaimer contained in the preceding sentence in any insurance policy, rider or endorsement issued pursuant to this Additional Insured requirement.

**2.3.9** It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the Owner does not assume any liability for acts of the Consultant, any Subconsultant or their employees in the performance of the Agreement. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Consultant fails to maintain and keep in force the required insurance or to obtain coverage from its subconsultants, the University shall have the right to cancel and terminate the contract without notice. Alternatively, if the

Consultant fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the Owner may obtain such insurance at the cost and expense of the Consultant without notice to the Consultant.

### **ARTICLE 3 SAMPLING AND TESTING**

#### **3.1 LOCATION OF BORINGS AND PITS**

**3.1.1** The Consultant shall determine the number, sizes, depth and proposed location of borings and/or pits by consultation with the Owner and any architect or structural engineer employed by the Owner for the Project. This information shall be shown, with dimensions, on a plot plan to be submitted in two (2) copies by the Consultant to the Owner at least five (5) working days prior to the proposed sampling. This plot plan shall show a graphic scale, north arrow, location of existing buildings, trees, above and below ground service/utility lines (both utility company and Owner owned lines), pavement areas, established benchmark(s) with elevation(s) noted, and locations of proposed borings and pits. Existing site features, not specifically mentioned, that impact boring or pit locations shall also be shown on the plot plan.

#### **3.2 BORINGS**

**3.2.1** The number, size, depth, and location of the borings shall not be changed without the Owner's approval.

**3.2.2** If conditions are encountered, including but not limited to, unanticipated materials which cannot be penetrated by sampling equipment, the Consultant shall immediately consult with the Owner. When requested by the Owner, the Consultant shall core drill into the material as required to establish recommended footing elevations.

**3.2.3** The extent of exploration undertaken shall be consistent with the scope of the Project as set forth herein. The Consultant shall advise the Owner if work beyond that described in this Agreement is required to obtain information that is required for a professional interpretation of subsurface conditions at the project site, and shall perform such additional work as authorized in writing by the Owner. If such work will result in additional charges to the Owner, written approval shall be obtained from the Owner for the amount of additional charges before proceeding.

**3.2.4** Sampling operations for both disturbed and undisturbed samples shall be in accordance with approved American Society for Testing Materials (ASTM) standards, or other procedures previously approved by the Owner, as necessary to produce the information required for the report(s).

#### **3.3 DRILLING AND SAMPLING METHODS**

**3.3.1** Unless otherwise specified or approved by the Owner, drilling and sampling shall be performed in accordance with the applicable ASTM standards, current at the time of Agreement signing, including, but not limited to, ASTM D1586, D1587 and D2113. Soil samples shall be taken at the ground surface, at two feet below existing grade, and at each change in soil stratification or soil consistency, but not further apart than five feet in each of the borings unless otherwise specified on the boring plot plan(s). Where clay cohesive soils are encountered, thin walled tube samples shall be taken of representative strata. Split spoon samples shall be placed in sealed jars labeled with the following information: (1) boring number, (2) sample number, (3) sample depth, (4) blows per foot required to drive sample, (5) date, (6) Project name, and (7) Consultant's name.

**3.3.2** Rock cores shall be not less than 1 3/8" in diameter, and shall be placed in core boxes properly labeled as indicated in 3.3.1. Cores shall be advanced to the depth specified in Exhibit A.

**3.3.3** The samples shall be preserved and remain subject to inspection for a period of six (6) months as specified by the Owner. Field logs shall be prepared either by the Consultant or by an experienced Geotechnical Technician acting under the direct supervision of the Consultant.

#### **3.4 PITS**

**3.4.1** Shallow depth sampling or exploration necessitating open pit excavation shall be conducted in a safe and workmanlike manner. Requirements of the Williams Steiger Occupational Safety and Health Act of 1970 (OSHA) shall apply.

**3.4.2** The number, size, depth and location of the pit(s) shall not be changed without the Owner's approval. If additional work is required, the Consultant shall advise the Owner and obtain advance approval of the Owner in advance.

#### **3.5 NOTIFICATION**

**3.5.1** The Consultant shall coordinate access to the site with the Owner and notify the Owner two (2) days before drilling or excavation begins. The Consultant shall notify the Owner before equipment is removed from the site and advise the Owner as to the field description of soil conditions encountered. The Consultant shall perform such additional borings or other exploration as may be authorized by the Owner.

**3.5.2** The Consultant shall immediately stop work and notify the Owner if known or suspected hazardous or toxic substances are encountered during soils exploration. Work shall not be resumed without prior written approval from the Owner.

### **3.6 PROTECTION OF PROPERTY**

**3.6.1** The Owner will be responsible for providing record location information and assisting in the location of the Owner's underground utility lines and structures. The Owner will assist driller/excavator with location of, but will not be responsible for, location of underground facilities owned by any public utility, municipal corporation or other persons, for which the driller/excavator hired or owned by the Consultant shall be responsible. The Consultant and driller/excavator shall comply with all requirements of Chapter 319 of the Revised Statutes of Missouri concerning notice to utilities, municipalities, et.al.

**3.6.2** The Consultant shall take precautions to prevent damage to property, visible and concealed, and shall restore the site to the condition existing prior to the Consultant's entry, including, but not limited to, backfilling of borings and pits, patching of slabs and pavements, and repair or replacement of lawns, plantings, and structures. Each boring shall be plugged temporarily, pending additional ground water readings. At the completion of the ground water readings, the borings shall be permanently plugged, including patching of slabs and pavements, unless instructed otherwise, in writing, by the Owner.

## **ARTICLE 4 FIELD AND LABORATORY REPORT**

### **4.1 FORMAT**

**4.1.1** All segments of the report covering the investigations and analyses shall be made on white paper, 8" x 11", suitable for photocopying and bound in booklet form. If larger drawings are necessary, copies shall be folded and bound into the booklet and a mylar original provided to the Owner. Written reports and analyses shall be on the Consultant's letterhead. Each drawing shall include a title block which contains the Project name and location, the Consultant's name and address, the date of the subsurface investigation, the date of the drawings, the initials of the person in charge of the crew making the investigation, the initials of the drafter, and the initials of the Professional Engineer who is the responsible checker.

### **4.2 FIELD AND LABORATORY REPORTS**

**4.2.1** All data required to be recorded according to the ASTM or other pre-approved standard test methods employed shall be obtained, recorded in the field, and referenced to boring numbers. Soil shall be classified in the field logs in accordance with Owner approved current applicable standards, such as ASTM D2488. Classification for the final logs shall be based on the field information, results of tests, and inspection of the samples in the laboratory by the Consultant

preparing the report.

**4.2.2** The report shall include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.

**4.2.3** The Consultant shall identify the ASTM or other recognized standard sampling and test methods utilized and indicate the latest revision date for the standards referenced.

**4.2.4** The Consultant shall provide a plot plan giving dimensioned locations of test borings and pits.

**4.2.5** The Consultant shall provide vertical sections for each boring, plotted and graphically presented, showing number of boring, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value), and, where applicable, depth to wet cave in, depth to artesian head, ground water elevation and time when water reading was made (repeat observation after 24 hours), and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions and recommendations.

**4.2.6** The Consultant shall describe the existing surface conditions and summarize the subsurface conditions found to be present.

**4.2.7** The Consultant shall provide a profile and/or topographic map of rock or other bearing stratum.

## **ARTICLE 5 FOUNDATION ENGINEERING EVALUATION**

**5.1** The Consultant shall analyze the information developed by investigation or otherwise available, including any aspects of the soil and subsurface conditions which may affect design and construction of proposed structures. The Consultant shall consult with the Owner on the design requirements of the Project and based on such analysis and consultation, the Consultant shall submit professional evaluations and recommendations for necessary areas of consideration.

## **ARTICLE 6 PAYMENTS**

**6.1** The Basic Rate shall be the Consultant's compensation for all services rendered hereunder and all expenses of any nature incurred by the Consultant

or their representatives or Subconsultants in performing any duties connected with the Project, unless otherwise set forth in this Agreement.

**6.2** Payments will be paid in proportion to the services performed, unless otherwise stated in Exhibit A. Payments toward Basic Rate will be made monthly, provided project progress is satisfactory to the Owner, up to an aggregate amount not to exceed ninety percent (90%) of the Basic Rate stated in Exhibit A. Final payment of the remaining ten percent (10%) of the Basic Rate will be made following acceptance of the completed report(s) and log(s).

**6.3** The Consultant shall provide the Owner with an hourly rate schedule for the Owner's approval, which shall be incorporated into this Agreement as Exhibit B.

**6.4** Written authorization from the Owner shall be required prior to performing work in excess of the services described in this Agreement. For work in excess of that described in this Agreement, the Owner will pay the Consultant on an hourly basis based on the rates set forth in Exhibit B.

**6.5** Payments for previously approved extra work will be made promptly upon presentation to the Owner of the Consultant's statement of services rendered, and subsequent approval by the Owner.

**6.6** The Consultant shall prepare a monthly payment request form (invoice) for all billings. The Consultant shall prepare all invoices in the form requested by the Owner. Invoices based on a time and material fee shall include detailed time entries reflecting work performed by the Consultant, and invoices based on a stipulated sum or fixed fee shall include a summary of significant milestones or work performed by the Consultant for which payment is sought. The Consultant shall include a list of tasks accomplished and the status of work with regard to the Project schedule stated in Exhibit A.

**6.7** The Owner shall pay the Consultant within thirty (30) days following the receipt of a proper invoice. If an invoice is incorrect, lacking appropriate documentation of work performed, or otherwise improper under the terms of this Agreement, the Owner will notify the Consultant within a reasonable period of time of discovering the error. The Owner shall pay the Consultant within thirty (30) days of receipt of a corrected invoice. Invoices shall be deemed received by the Owner when uploaded as set forth herein.

#### **6.8 EXAMINATION OF RECORDS**

The Owner, and any parties it deems necessary, shall have access to and the right to examine any accounting

records of the Consultant involving transactions and work related to this Agreement for three years after final payment hereunder.

#### **6.9 REIMBURSABLE EXPENSES**

**6.9.1** "Reimbursable expenses" are expenses incurred by the Consultant that are in addition to the Basic Rate, as defined herein. The Consultant shall be paid only for those reimbursable expenses set forth below or in Exhibit B to this Agreement. They will include furnishing additional paper copies, above the amount stated in Exhibit A, of the documents at the Consultant's direct cost without Consultant's overhead and profit.

**6.9.2** If authorized in advance by the Owner, the direct expense of Subconsultants or special equipment for other than normal services furnished by the Consultant will be reimbursable expenses.

**6.9.3** Telephone calls, mileage and/or other travel costs, meals and lodging for out-of-town trips, photocopying costs, and expenses of a similar nature will not be considered a reimbursable expense under this Agreement unless such items are specifically authorized in advance, in writing by the Owner.

**6.9.4** Reimbursable expenses approved by the Owner shall be reimbursed for the actual cost, without overhead and markup. The Owner will pay the Consultant for any approved reimbursable expenses within thirty (30) days following submission of a proper invoice and necessary receipts by the Consultant in accordance with section 9.4 of this Agreement.

#### **6.9.5 SUBCONSULTANT PAYMENT**

The Consultant shall pay all Subconsultants, Subcontractors, and others for all supplies and services used by the Consultant for this Agreement, within fifteen (15) days of receipt of payment from the Owner.

#### **6.10 TAXES**

**6.10.1** The Basic Rate stated herein shall include all applicable taxes. No additional compensation will be allowed due to Consultant's failure to include such taxes or as the result of a change in Consultant's tax liabilities.

### **ARTICLE 7 ADMINISTRATIVE REVIEW**

**7.1** Disputes between the Consultant and the Owner can be submitted in writing to administrative review as provided in this article. All requests for administrative review shall be made to the Owner's

Representative, who in turn forwards the request to the Campus Contracting Officer.

**7.2** Upon written request from the Consultant, the Campus Contracting Officer will convene a meeting between the Owner's Representative and the Consultant. After reviewing the facts presented, the Campus Contracting Officer will issue a written opinion to the Consultant and Owner's Representative regarding the disputes.

**7.3** If the Consultant is not in agreement with the opinion of the Campus Contracting Officer, the UM System Contracting Officer or designee will convene a meeting with the Campus Contracting Officer, the Owner's Representative, and the Consultant. After reviewing the facts, the UM System Contracting Officer or designee will issue a written opinion to the Consultant and Campus Contracting Officer regarding the disputes. This written opinion will conclude the Administrative Review process.

## **ARTICLE 8 TERMINATION OF AGREEMENT**

**8.1** The Owner may terminate this Agreement at any time and for any cause by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue all services and work, the placing of all orders, or the entering into contracts for supplies, assistance, facilities, and materials in connection with the performance of this Agreement, and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

**8.2** Should the Agreement be terminated due to the fault of the Consultant, no further payments on the will thereafter be made except for services previously authorized and performed which are of value to the Owner. Should the Agreement be terminated due to no fault of the Consultant, the Consultant will be paid promptly any unpaid fees and reimbursable expenses for work actually authorized and performed under the Agreement.

**8.3** The notice required under Paragraph 8.1 will be hand-delivered or served upon the Consultant or mailed to the Consultant's last known address by registered mail, and in case the notice is so mailed, it shall be deemed delivered within forty-eight (48) hours after the same is post marked.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

### **9.1 APPLICABLE LAW**

**9.1.1** This Agreement shall be governed by the laws of the State of Missouri. All applicable provisions required by law shall be deemed to be incorporated herein.

**9.1.2** The University serves from time to time as a contractor for and/or receives grant funding from the United States government and/or State of Missouri. Accordingly, the Consultant shall comply with all applicable state and federal laws, rules, regulations, and executive orders applicable to subcontractors of government contractors or to contractors of grant recipients, including those relating to non-discrimination, as each may be amended from time to time. Contract clauses required by the United States government or State of Missouri in such circumstances are incorporated herein by reference.

### **9.2 CONFLICT OF INTEREST**

**9.2.1** The Consultant will not hire any officer or employee of the Owner to perform any service covered by this Agreement. If the work is to be performed, in connection with a federal contract or grant, the Consultant will not hire any employee of the United States government to perform any service covered by this Agreement.

**9.2.2** The Consultant affirms that to the best of their knowledge there exists no actual or potential conflict between the Consultant's family, business or financial interests and the Consultant's services under this Agreement, and in the event of change in either the Consultant's private interests or service under this Agreement, the Consultant will raise with the Owner any questions regarding possible conflict of interest which may arise as a result of such change.

**9.2.3** The Consultant herein is an independent contractor and shall not act as an agent for the University, nor shall the Consultant be deemed an employee of the University for any purpose whatsoever. The Consultant shall not enter into any agreement, incur any obligations on the University's behalf, or commit the University in any manner.

### **9.3 NONDISCRIMINATION**

In connection with the furnishing of equipment, supplies, and/or services under this Agreement, the Consultant and all subcontractors shall not discriminate against any recipients of services or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, age, disability, protected veteran status, or any other status protected by applicable state or federal law and federal funds, if any, may not be used for

programs that discriminate based on any such protected status.

#### **9.4 PATENTS**

**9.4.1** The Consultant shall hold and save harmless the Owner and its officers, agents, servants and employees, from liability of any nature or kind, including cost and expense, for or on account of infringement or use of any patented or otherwise protected invention, process, or article in the performance of this Agreement, including its use by the Owner.

**9.4.2** Whenever any invention or discovery is made or conceived by the Consultant in the course of or in connection with this Agreement, the Consultant shall furnish the Owner with complete information with respect thereto and the Owner will have the sole power to determine whether or where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Consultant shall, at the Owner's expense and the Owner's request, execute all documents and do all things necessary or proper with respect to such patent application.

#### **9.5 COPYRIGHT**

The Owner will have the sole power to determine whether a copyright application will be filed for any published report or other document that results from the work performed under this Agreement. The Consultant shall, at the Owner's expense and at the Owner's request, execute all documents and do all things necessary or proper with respect to such copyright application.

#### **9.6 JURISDICTION**

Consultant and Owner each agree that the State of Missouri Circuit Court for the County where the Project is located shall have exclusive jurisdiction to resolve all Claims and any issue and disputes between Consultant and Owner. Consultant agrees that it shall not file any petition, complaint, lawsuit or legal proceeding against Owner in any other court other than the State of Missouri Circuit Court for the County where the Project is located.

#### **9.7 CERTIFICATIONS**

**9.7.1** The Consultant certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

**9.7.2** If this Agreement is for \$100,000 or more, and if the Consultant is a company with ten (10) or more employees, then Consultant certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

**9.7.3** The Consultant and all subconsultants performing work under this Agreement shall enroll and participate in a federal work authorization program operated by the United States Department of Homeland Security, E-Verify or an equivalent federal work authorization program, to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. By executing a contract with The Curators of the University of Missouri, the Consultant shall affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The Consultant shall maintain documentation of its participation in a federal work authorization program and make such documentation available to the University upon request.

#### **9.8 ASSIGNMENT**

The services to be rendered by the Consultant hereunder are personal in character. This Agreement shall not be assigned by the Consultant without the written approval of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

**For: «COMPANY\_NAME»:**

**For: THE CURATORS OF THE  
UNIVERSITY OF MISSOURI**

\_\_\_\_\_  
**Authorized Signer**

\_\_\_\_\_  
**Contracting Officer**

\_\_\_\_\_  
**Title**

**EXHIBIT A - PROJECT DESCRIPTION  
GEOTECHNICAL SERVICES AGREEMENT**

**DATE:** «ProcessFields\_MasterCommitmentDate»

**PROJECT:** «ProcessFields\_MasterCommitmentTitle»

**PROJECT NO.:** «MasterCommitment\_Number»

**CONSULTANT:** «ProcessFields\_CompanyName»

**PROJECT MANAGER(S):** «ProcessFields\_ProjectManager»

**PROJECT SCOPE:**  
«ProcessFields\_MasterCommitmentScopeofWor»

**PROJECT SCHEDULE:**  
Work covered under this agreement will be completed by: «ProcessFields\_CompletedbyDate»

**CONSULTANT'S FEE:** Not-to-Exceed fee in the amount of «MasterCommitment\_OriginalContractValue» for the blanket contract. The fee for each project will be negotiated and set forth in a letter/proposal based on the hourly rate (Exhibit GEA-B).

**PROJECT REQUIREMENTS:**

Final Logs and Reports Required (1.7)	As required for each Work Authorization
Depth of Rock Cores (if applicable) (3.3.2)	As required for each Work Authorization

**EXHIBIT B - CONSULTANT BILLING RATES  
GEOTECHNICAL SERVICES AGREEMENT**

**DATE:** ‹‹ProcessFields\_MasterCommitmentDate››  
**PROJECT:** ‹‹ProcessFields\_MasterCommitmentTitle››  
**PROJECT NO.:** ‹‹MasterCommitment\_Number››  
**CONSULTANT:** ‹‹ProcessFields\_CompanyName››  
**PROJECT MANAGER(S):** ‹‹ProcessFields\_ProjectManager››

<b>Firm Name</b>	<b>Title</b>	<b>Hourly Rate</b>
‹‹TableStart:EXHIBIT_B››‹‹EXHIBIT_B__CO NSULTANT››	‹‹EXHIBIT_B__CONSUL TANT››	‹‹EXHIBIT_B__CONSUL TANT›› ‹‹TableEnd:EXHIBIT B››